

REQUEST FOR PROPOSAL (RFP)



www.metrokc.gov

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services
EXC-ES-0825
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
206-684-1681
206-684-1147 Fax
TTY Relay: 711

PROPOSAL NUMBER: 169-03AAB		
PROPOSAL	January 8,	TIME:
OPENING	2004	2:00
DATE:		P.M.
ALL PROPOSALS SHALL BE SUBMITTED TO THE PURCHASING SECTION NO LATER THAN 2:00 P.M. EXACTLY		
BUYER: Amon Billups		
REQUISITION #: PP26536		

DATE ADVERTISED: December, 4 2004

TITLE: PC STANDARDIZATION PROGRAM, DESKTOP AND LAPTOP COMPUTER HARDWARE, SOFTWARE, AND SUPPORT SERVICES

Sealed proposals are hereby solicited and Will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. Thursday, January 8, 2004, for the requirements as specified herein.

These services Shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Proposal Response Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that Addenda numbers ____ through ____ have been delivered and have been taken into account as part of this Proposal, and that all Addenda issued are hereby made part of our Proposal.

Internal Revenue Service (IRS) Reporting Requirements

Check one: ☐ Corporation; ☐ Partnership; ☐ Sole Proprietor; ☐ Other _____

Identify: State of Incorporation: _____

Provide one: Federal Tax Number _____

Social Security Number _____

Identify: UBI Number _____

Business License Number _____

What is the official name registered with the IRS for this number: _____

NOTE: INFORMATION WITHIN BORDERED AREA MUST BE COMPLETED AND SIGNED.

This document can be made available from the ADA Liaison, at (206) 684-1681 or TDD (206) 296-0100, in large print, audio cassette, or Braille

LEGAL NAME OF OFFEROR/CONTRACTOR (PRINT OR TYPE)			NAME OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)		
STREET			TITLE		
CITY	STATE	ZIP	SIGNATURE		
TELEPHONE NUMBER		FAX NUMBER	E-MAIL ADDRESS		

CONTRACT

THIS CONTRACT, made this _____ Day of _____, 20____, by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

RFP No.: 169-03AAB

Contract Title: PC Standardization Program, Desktop and Laptop Computer Hardware, Software, and Support Services to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the Goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the Goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the Goods and Services in accordance with the Contract's terms, Specifications and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the Goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the Goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; Change Orders; the Contract Document which includes: Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Federal Transit Administration (FTA) Requirements, Specifications, (Contract attachments identified herein), RFP Addenda; Request for Proposals; Best and Final Offer; and the Proposal.

COMPANY NAME: _____

ACCEPTED BY:

KING COUNTY APPROVED BY:

Authorized Signature

Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted:_____

Date Accepted:_____

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GLOSSARY

Words and terms Shall be given their ordinary and usual meanings. Where used in the RFP and Contract documents, the following words and terms Shall have the meanings indicated. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's Work has been completed in accordance with the Contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the RFP documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer (BAFO): Best and Final Offer Shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last Will govern.

Buyer: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate Contracts, resolve Contractual issues and support the Project Manager during Contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract Agreement: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Services or Work under the Contract as set forth in Section 1, I of this document.

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator Will approve orders, receipts, invoices and document the Contractor's performance. This Person Will be the Project Manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services under the Contract.

Contract Period: The period of time during which the Contractor Shall perform the Services or Work under the Contract.

Contract Time: Number of calendar Days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Cost Analysis: The review and evaluation of the separate cost elements and proposed profit of the Vendor's/Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County Will examine to determine the Proposers understanding of the requirements; technical, business and management approach; key Personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Day: Calendar Day.

Evaluation Committee: Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Image: The Operating System, drivers and standard software required to run on a specific PC model, along with the business-unit specific software that is loaded in a standard way on every PC of the specific model.

Imaging and/or Scripting: A method of loading all of the software (Operating System, drivers, standard software and specific business unit software) onto a PC so that it is ready to be deployed for customer use. The method Shall be: accurate so that the specific customer's requirements are loaded, easily repeatable, rapid so that many PCs can be loaded in a short timeframe and Shall require a minimum of effort.

Locked Down PC: King County's intent is to be able to manage its computing environment and components within it; this means that King County wishes to minimize and manage change. To this end the PCs in King County environment are being considered for various levels of lock down to some extent and changes are to be made through a managed process. A locked down PC is a PC that has had the following restrictions placed on it:

- no write and delete access for most directories on the hard drive
- configuration settings are inaccessible to the user
- user is restricted from loading software
- no local Administration rights

Managed PC:

Includes the ability to:

- be powered on and off remotely via the network connection;
- configure and/or update the BIOS, CMOS, Operating System and all software remotely via the network connection;
- be pre-booted (without an Operating System start) for the purposes of creating disk partitions, formatting hard drive disks, re-imaging, and loading new operating systems;
- be booted and shutdown remotely via the network connection;
- have software loaded in an automated fashion that has been distributed across the network;
- be taken over remotely by an administrator via the network connection;
- send alarms/alerts for:
 - ✓ hard disk drive predictive failure
 - ✓ fan speed
 - ✓ internal temperature(s) too high
 - ✓ significant voltage change
 - ✓ case being opened
- acquire the PC and Monitor serial numbers, makes and models and attributes remotely via the network connection, and by some means without a network, to be used to identify equipment while it is packaged or has been relocated in an office space;

- rapidly recover a PC from a failure by: a fast load of the PC's image, which has been saved on a hidden disk partition within the PC's hard disk drive upon the last changes to the image or another means with the same efficiency and result; and by some other means in the event that the hard disk drive is not readable.

Manufacturer: the company which builds (manufacturers) computers (e.g. IBM, Hewlett Packard, Dell, Gateway, etc.)

Month: The period commencing on the first Day of a calendar Month and ending on the last Day of the same calendar Month.

On-Site Support: On-site support can equate to the term "Start of Service" where service to the client can be initiated or conducted via remote tools.

On-Site Warranty: A Contractual agreement that the vendor or equipment manufacturer Will come to the customer's (computer user) location to evaluate, repair if possible, or remove and replace the unit when there is a problem.

PC Removal/Retirement: Remove the PC from service, as directed, and completely erase all information on the hard disk drive(s), making it unrecoverable, using an industry accepted process; and remove the PC from the premises.

Performance Benchmark: Any structured test, capable of repetition, the results of which purport to measure response time, load capacity, throughput speed, or other elements of Software, Hardware and/or service responsiveness. A Performance Benchmark does not include any broad statements regarding use, such as a statement regarding how many records are being processed per Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Personal Computer (PC): An Intel-based desktop computer that is connected to the Corporate Network, either through a dedicated Local Area Network connection or intermittently through a dial-up connection.

Price Analysis: The process of examining and evaluating a proposed price.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this Contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Repeated Failures: A pattern of hardware failures or hardware failure indicators in a unit that King County determines to be unacceptable.

RFP: Request for Proposals. Also known as the solicitation document.

Scripting: A method of loading all of the software (Operating System, drivers, standard software and specific business unit software) onto a PC so that it is ready to be deployed for customer use. The method Shall be: accurate so that the specific customer's requirements are loaded, be easily repeatable, rapid so that many PCs can be loaded in a short timeframe and Shall require a minimum of effort.

Services: The furnishing of labor, time or effort by a Contractor, involving the delivery of a specific end product. Work performed to meet a demand, especially Work not connected with a manufacturing process.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Software: All or any portion of the then commercially available version(s) of the binary computer Software programs and Enhancements thereto, including source code, localized versions of the binary computer Software programs and Enhancements thereto.

Start of Service = On-Site: Start of Service can equate to the term “On-Site” where service to the client can be initiated or conducted via remote tools.

Submittals: Information, which is submitted to the Project Manager in accordance with the Technical Specifications.

Subsection: For reference or citation purposes, Subsection Shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

System Integration: The installations and operations of all hardware, Software and communications components so that they function as an operational environment and in conjunction with each other.

Vendor: The company or companies (partnerships) who are the successful Proposer(s) and supply the Goods and services described in this document.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

SECTION 1 - PROPOSAL PREPARATION

1-1 INTRODUCTION

King County ("the County") is inviting Proposers to submit responses to Request for Proposal **RFP 169-03 AAB** for the purchase of **Desktop and Laptop Computer Hardware, Software and related Support Services**.

1-2 PROPOSAL SUBMISSION

- A. Proposals Shall contain all required attachments and information, be sealed and submitted to the County (hereinafter "County"), Procurement and Contract Services Section, Mailstop EXC-FI-0871, Eighth Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than 2:00 p.m. Seattle time on January 8, 2004.
- B. Proposals Shall only be accepted from Contractors able to complete the Contract requirements. SubContractors and joint Proposers are not allowed to submit stand alone proposals.

Note: This RFP is available on the Web at <http://www.metrokc.gov/finance/procurement> and by choosing the "RFPs, RFQs, ITBs" menu tab, then click the "New" menu tab, then click on "Goods & Services", and look for RFP 169-03 AAB. Persons who copy the Document from the Internet Shall inform the Procurement Office by using the "Feedback" envelope button, that they have received the document. If they fail to inform the Procurement Office, they Shall not be notified of Addenda as issued.

1-3 PROPOSAL SIGNATURE

Each Proposal Shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address on **Page 1** of this solicitation. If the Proposal is made by an individual, the name, signature and post office address Shall be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners Shall be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the Person who signs on behalf of the corporation Shall be shown.

1-4 ADDENDA

Proposers Shall acknowledge receipt and review of all Addenda issued during the Proposal period by signing and returning the cover page of each Addendum with their proposal response. Addenda Will be available on the Internet at: <http://www.metrokc.gov/finance/procurement/> click on tab "RFPs, RFQs, ITBs" click on "New" click on "Goods & Services" look for **169-03AAB**, then the Addendum #(s) below the RFP **#169-03AAB**.

1-5 SCHEDULE

<i>SCHEDULE OF RFP ACTIVITIES (ALL TIMES ARE PACIFIC STANDARD TIME)</i>		
	Date	Time
Public announcement of Request for Proposals; Advertisement	December 4, 2003	
Pre-proposal questions due in writing to Amon Billups	December 15, 2003	4:30 PM
Pre-proposal conference: King County Procurement & Contract Services Section, Exchange Building 8 th Floor Conference Room "A" 821 Second Avenue Seattle, WA 98104	December 18, 2003	10:00 AM
Proposals due	January 8, 2004	2:00 PM
*Evaluation of Proposals begins.	January 12, 2004	

NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1-6 INQUIRIES

Proposers are prohibited from contacting any King County employees and officials concerning this RFP, except Amon Billups, Senior Buyer. From the date of issuance of this RFP through and including the date of the award of a Contract, representatives of the departments within the County may not be contacted with respect to this RFP unless expressly permitted by the Buyer. No reliance should be placed on information concerning this RFP obtained from any source except as specified below. Failure to adhere to this communications protocol may be considered grounds for disqualification.

Inquiries concerning the procurement process Shall be directed to Amon Billups, Senior Buyer, at e-mail address: amon.billups@metrokc.gov or at phone number (206) 263-4270 or FAX number (206) 684-1147, or in writing to:

Amon Billups, Senior Buyer
King County Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, 8th Floor
821 Second Avenue,
Seattle, Washington 98104-1598

1-7 PRE-PROPOSAL CONFERENCE - MANDATORY

ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS MANDATORY.

Prospective Proposers Shall submit written questions to the Buyer no later than **December 15, 2003**. Addenda Will be issued only to, and proposals will be only accepted from companies with representatives signed in at the pre-proposal conference.

At the pre-proposal conference, the County Will answer questions related to the RFP.

Attendance of one person representing a Proposer qualifies the Proposer for submission of a proposal. There Will not be a detailed presentation or explanation of the RFP or system requirements other than necessary to respond to specific questions made by participants. Questions and answers Will be recorded and distributed in the form of an addendum to all Proposers who attend the conference. There is no limit to the number of individuals representing a particular Proposer who may attend this conference. The County reserves the right to determine the content and order of presentation. Proposers may submit questions in advance of this conference through the process delineated in the next paragraph. The County Will make every effort to have answers to those questions for distribution at the conference.

A. Questions should follow the following format:

Question #	PAGE #	Exact Paragraph Location	Question
1	p.26	Section 3-8-C Strategy	

1-8 LETTER OF INTENT

A Letter of Intent to attend the pre-proposal conference is due at King County Procurement & Contract Services Section, attention Amon Billups by Tuesday, December 16, 2003. Letters may be submitted by mail, fax (206) 684-1147, or e-mail: amon.billups@metrokc.gov. Prospective Proposers are strongly encouraged to submit a Letter of Intent. The Letter of Intent does not bind the prospective Proposer to submit a proposal.

1-9 INTERPRETATION OF PROPOSAL AND CONTRACT DOCUMENTS

No oral interpretations as to the meaning of the RFP Will be made to any Proposer. Requests for a written interpretation Shall be made in writing and delivered or faxed to the Buyer at the County's Procurement and Contract Services Section at the address indicated in Section 1-6 at least six (6) calendar Days before the date established for submitting Proposals. Any interpretation deemed necessary by the County Will be in the form of an addendum to the RFP and when issued Will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All Addenda Shall become part of the RFP and any subsequently awarded Contract. Proposers Shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

1-10 EXAMINATION OF PROPOSAL AND CONTRACT DOCUMENTS

The submission of a Proposal Shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP,

including any Work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the Goods and Services to be Provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions Shall in no way relieve the Proposer from any obligations with respect to its' Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation Will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, Work sites, statutes, regulations, ordinances or resolutions.

1-11 COST OF PROPOSALS

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1-12 MODIFICATION OR WITHDRAWAL OF PROPOSALS PRIOR TO SUBMITTAL DATE

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request Shall be made in writing by a Person with authority as identified on Page 1 of the solicitation. All Proposal modifications Shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

Changes made to the RFP as a result of the response(s) to the questions submitted by prospective Proposers, or for any other reason, Will be distributed in writing to each vendor who attends the pre-proposal conference. **Proposers who fail to attend the pre-proposal conference Will not receive addenda and Will not be allowed to submit a proposal.**

1-13 ERRORS AND ADMINISTRATIVE CORRECTIONS

The County Will not be responsible for any Errors in Proposals. Proposers Will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made due to minor administrative Errors or irregularities, such as Errors in typing, transposition or similar administrative Errors.

1-14 PROMPT PAYMENT DISCOUNT

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar days Will be evaluated at the discounted price.

1-15 POSTPONEMENT OR CANCELLATION OF REQUEST FOR PROPOSAL

The County reserves the right to cancel the RFP or change the date and time for submitting Proposals.

1-16 COMPLIANCE WITH RFP TERMS AND ATTACHMENTS

King County intends to award a Contract based on the terms, conditions and attachments contained in this RFP. This RFP, its' attachments and any addenda Will become part of the Contract issued. Proposers Shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to a Proposal requirement. If an exception is taken, a "Notice of Exception" Shall be submitted with the Proposal. The "Notice of Exception" Shall identify the specific point or points of exception and Provide an alternative.

The County may, at its sole discretion, determine that a Proposal with a Notice of Exception merits evaluation. A Proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring Will be reduced to reflect the importance of the exception. Evaluation and negotiation Will only continue with the Proposer if the County determines that a Contract in the best interest of the County may be achieved.

1-17 PROPOSAL REQUIREMENTS

- A. Proposers are required to complete their responses in the format described in the Response Format, Sub-Section 7-10 of this RFP.
- B. All materials submitted by Proposers become the irrevocable and sole property of the County. The County Shall be under no obligation to return any responses or materials submitted by Proposers in response to this RFP.
- C. The County, at its sole discretion, reserves the right to:
 - 1. Reject any or all responses with or without cause.
 - 2. Reject all responses and seek new responses when such action is judged to be in the best interests of the County.
 - 3. Request and receive such additional information as the County may feel is necessary, and to disqualify any company and reject any responses for failure to promptly provide such additional information.
 - 4. To waive any informalities or incomplete responses in any of the responses.
 - 5. Negotiate with any and all proposing entities either jointly or separately.
- D. **Submit one (1) unbound original, ten (10) bound copies, and 2 CDs of the Proposal and attachments.** The original Shall be marked "**ORIGINAL**" and unbound to facilitate reproduction. The County requires the hard copy and electronic submission via CD in sealed boxes marked with the Proposal Number and Proposal Close Date, with one (1) original **Attachment F** in a sealed envelope within the sealed box.

All proposals submitted Will be open to public disclosure laws. Any proposals marked confidential or proprietary or copyrighted Shall not be evaluated.

1-18 FORMAL AGREEMENT

The successful Proposer may be required to enter into a formal agreement with King County. Such legal agreement Will embody terms of the Proposal, any subsequent written amendments, schedules, and attachments.

1-19 PRICING

- A. All pricing information Shall be quoted in U.S. Dollars.
- B. Provide complete pricing information on a unit basis.
- C. Complete the Price Detail Sheet, **Attachment F**, in the format provided.

1-20 COLLUSION

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion Will be considered. The County's determination Shall be final.

1-21 PROPOSAL ALTERNATIVES

Proposals Shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that Provide Enhancements beyond the RFP requirements. Proposal Alternatives Will only be considered if a Proposer submits a complete proposal in response to all requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives Shall be clearly identified.

1-22 REJECTION OF PROPOSALS

King County reserves the right to reject any and all proposals. Without limiting the generality of the foregoing, and proposal which either:

- A. Is incomplete, obscure, irregular or unrealistic;
- B. Has non-authorized (not initialed) erasures or corrections in the Proposal Offer or any Schedule thereto;
- C. Omits or fails to include any one or more items in the Proposal Offer for which a price is required by the RFP;
- D. Fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports to be completed or not;
- E. Is accompanied by an insufficient or irregularly certified check or by a bid bond in an unsatisfactory form or insufficiently executed or of an insufficient amount; may at King County's sole discretion be rejected.

Further, a Proposal may be rejected on the basis of a vendor's past performance, financial capabilities, completion schedule and compliance with federal, State and County legislation. As it is the purpose of King County to obtain a Proposal most suitable to the interests of King County and what it wishes to accomplish, King County has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed most favorable to the interests of King County.

1-23 PROPOSAL PRICE AND EFFECTIVE DATE

The Proposal price Shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, equipment,

supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Prices quoted on the Proposal Response Form Shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes Shall not be included in the Proposal price. The County Will pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges Shall be included in the Proposal price. The Proposal Shall remain in effect for one hundred twenty (120) calendar Days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

1-24 PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED

If the County receives a single responsive, responsible and advantageous Proposal, the County Shall have the right, in its sole discretion, to extend the Proposal Acceptance period for an additional sixty (60) Days and to conduct a price or cost analysis on such Proposal. The Proposer Shall promptly Provide all cost or pricing data, Documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County Shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

1-25 PROTEST PROCEDURES

King County has a process in place for receiving protests based upon either bids or Contract awards. If you would like to receive or review a copy, please contact the Buyer named or call Procurement Services at 206-684-1681.

SECTION 2 - PROPOSAL EVALUATION AND CONTRACT AWARD

2-1 GENERAL

Proposals Will be evaluated and ranked by the Proposal Evaluation Committee on the basis of the criteria established in this RFP. The Evaluation Committee Will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which Proposal is the most advantageous to the County for Contract award. The Evaluation Committee's recommendation is subject to review and approval.

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals

2-2 CHANGES IN REQUIREMENTS

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County Shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County Will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If proposals are not yet due, the addendum Will be sent to all firms that have received the RFP.
- B. If the time for receipt of proposals has passed but proposals have not been evaluated, the addendum Will be sent only to Proposers responding to the RFP.
- C. If the proposals have been evaluated and classified, only those proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation Will be issued to all firms originally solicited and to any firms added to the original list.

2-3 PROPOSAL EVALUATION

The Evaluation Committee Will evaluate each proposal using the criteria set forth in this RFP.

If deemed necessary by the Evaluation Committee, written and/or oral discussions may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the Committee and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the Committee may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers (BAFO). The request Will include notice that discussions are concluded, an invitation to submit a revised Proposal with a BAFO, and a new submittal date and time.

The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit BAFOs when deemed to be in the County's best interests at its sole discretion.

2-4 EVALUATION OF RESPONSIVENESS AND RESPONSIBILITY

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer provide additional information, explanation and documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information Will normally be in the following subject areas:

A. Responsiveness

The County Will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

1. The County Will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing Contracts of this type. This Will include requiring the Proposer to provide references from customers who have been Provided the same or equivalent Goods or Services. References Shall include the names and addresses of the parties to whom such Goods or Services were Provided and the name and phone number of contact Persons with such parties.
2. The following elements Will be given consideration by the County in determining whether a Proposer is responsible:
 - a. the ability, capacity and skill of the Proposer to perform the Contract or provide the service required;
 - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
 - d. the quality and timeliness of performance by the Proposer on previous Contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - e. the previous and existing compliance by the Proposer with laws relating to public Contracts or services, including, but not limited to, Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;
 - f. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
 - g. such other information as may be secured having a bearing on the decision to award the Contract.

Proposers Shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by SubContractors, equipment, supplies and facilities, and

the Proposer's ability to obtain the necessary personnel, when requested by the County. Refusal to provide such information when requested Will cause the Proposal to be rejected.

C. Financial Resources

Submit proof of adequate financial resources, which would be available to the Proposer for the prosecution, and completion of the Work as required. When requested, the required financial information Shall include:

1. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
2. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;
3. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
4. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

The Evaluation Committee may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the Evaluation Committee determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the Evaluation Committee Shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the Evaluation Committee team for whatever reason Shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

D. Financial Condition

The Proposer Shall Provide a current copy of its Dun and Bradstreet report if requested by the County.

2-5 SCORING AND EVALUATION CRITERIA

Proposals Shall be scored as noted below. Evaluation criteria Shall be as outlined in each Sub-Section.

	WEIGHTING
Company Profile; Financial Stability, and Reference Checks – Sub-Section 7-5	20%
Equipment, Follow-on Equipment, Parts and Accessories – Sub-Sections 7-6 and 7-9	30%
Service – Sub-Sections, 7-7 and 7-8	25%
Cost (Attachment F - Price Detail Sheet)	25%

2-6 COMPETITIVE RANGE

The evaluation of proposals and subsequent testing may result in successive reductions of the number of proposals that remain in the competitive range. The firms remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer and negotiations.

2-7 COST/PRICE ANALYSIS

Cost/Price Analysis may be required by the County for the evaluation of proposals, Best and Final Offers, negotiations, Change Orders, terminations, revisions to Contract requirements or other circumstances as determined by the Buyer.

2-8 NEGOTIATIONS

The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a Contract Will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations Will be to reach agreement on all provisions of the proposed Contract.

2-9 CONTRACT AWARD

Contract award, if any, Will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and Will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a Contract to the Proposer offering the lowest price. The County Shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more Contracts as it determines to be in its best interest.

2-10 INSURANCE REQUIREMENT

The Proposer to whom the County awards a Contract pursuant to this RFP Shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to

the coverages of insurance set forth in this RFP. Such evidence of insurance Shall be submitted within seven (7) calendar Days of receipt of a request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance Shall result in rejection of the Proposal.

2-11 EXECUTION OF CONTRACT

The Proposer to whom the County intends to award the Contract Shall sign the Contract and return it to the County. Upon authorization by the County Executive, or designee, a Contract Will be issued.

2-12 PUBLIC DISCLOSURE OF PROPOSALS

Proposals submitted under this RFP Shall be considered public documents and with exceptions Provided under public disclosure laws. Proposals which are recommended for Contract award Will be available for inspection and copying by the public after the selection process has been concluded.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer Shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County Will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County Will notify the Proposer of the request and allow the Proposer five (5) Days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County Will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

SECTION 3 - STANDARD CONTRACT TERMS AND CONDITIONS

3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16

King County Code 12.16 relates to non-discrimination in employment is incorporated by reference as if fully set forth herein, and such requirements apply to this Contract. The code also requires vendors to submit work force data to be eligible for a purchase order or Contract award. For a vendor/Contractor to receive a purchase order, personnel employment data *must* be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm Will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, bidders/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

<http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in Contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this Contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subContracting under the terms and conditions of the Contract Shall discriminate or engage in unfair Contracting or employment practices.

3-3 DISABILITY ASSURANCE COMPLIANCE (504/ADA)

All King County Contractors providing programs, services, or activities to the public Shall comply with Section 504 of the Rehabilitation Act of 1973, As Amended, and the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities.

In accordance with King County code 4.16.060(D) the successful Proposer Shall complete and return all required 504/ADA Self-Evaluation and Assurance of Compliance forms prior to award of a Contract. Copies of these forms are available from our website

http://www.metrokc.gov/finance/procurement/documents/U_027_504_ADA_Compliance.doc , or by contacting the above named buyer.

3-4 SUPPORTED EMPLOYMENT PROGRAM

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants

which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the King County ADA Coordinator, (206) 296-7706 or the Business Development and Contract Compliance Section Supervisor, (206) 205-0700.

3-5 WARRANTY

On each item offered, the minimum acceptable warranty Shall be that the Contractor Will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year of acceptance by the County. The solicitation may require other specific warranty terms and details All warranties Shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service time.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor Shall submit copies of applicable warranties upon request by the County.

3-6 WASHINGTON STATE SALES TAX

King County is not exempt from state and local sales or use taxes. The County Will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it Shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3-7 FORCE MAJEURE

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition Shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County Shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

3-8 TAXES, LICENSES, ANDS CERTIFICATE REQUIREMENTS

This Contract and any of the Services or supplies Provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to Provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor Shall notify the County immediately of such condition in writing.

The Contractor Shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any sub-Contractors and Shall secure and maintain such licenses and permits as may be required to Provide the Services or supplies under this Contract

3-9 TAX IDENTIFICATION NUMBER REQUIREMENT

King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not yet have this form on file, or if you wish to obtain a copy, you may download a copy from either the [King County web site](#)¹, or directly from the [Internal Revenue Department web site](#)², or you may request one from the contact address and phone number on the front page of this bid form.

3-10 PRICE WARRANTY

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3-11 TERM PURCHASE AGREEMENTS

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for Goods/services for such periods as are indicated in the solicitation or agreement (Contract). Such agreement periods *may* be less than but Shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the Contract period. The County Will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted Shall be the maximum allowed during the Contract period unless the solicitation specifically provides for price escalation. Price declines at

¹ The King County's web site is located at: <http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

² The Internal Revenue Service web site is located at: <http://www.irs.gov>

the manufacturer's or distributor's level during the Contract period Shall be reflected by a reduction of the Contract price retroactive to the effective date of the price decline.

3-12 INVOICES

Two copies of invoice(s) Shall be submitted, unless otherwise specified. Invoices Shall contain the following information: The purchase order/Contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the SHIP TO address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

3-13 PAYMENTS

The Contractor Shall submit properly certified invoices to King County. All payments Will be remitted by mail. The provisions or monies due under this Contract Shall not be assignable. The County Will take advantage of any prompt payment discount terms offered. Discount periods must be extended if invoice is returned for credit or correction. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount Shall be NET 30 days.

3-14 SHIPPING CHARGES

All prices Shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges Will be rejected by the County.

3-15 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase Goods and services on this solicitation or Contract in accordance with the terms and prices indicated therein if all parties are Willing.

3-16 CONTINGENT FEE

The Contractor, subContractor and each vendor certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this Contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this Contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

3-17 FTA REQUIREMENTS

This solicitation Shall be available for use by all King County Departments, Divisions and Agencies, including the County's Transit Division which utilizes federal funds. The Contractor Will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.

3-18 ENVIRONMENTAL PURCHASING POLICY

Proposers able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor Shall use recycled paper for all printed and photocopied documents related to the submission of this RFP and fulfillment of the Contract and Shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2)

3-19 APPLICABLE LAW AND FORUM

Except as hereinafter specifically Provided, this Contract Shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from Shall be brought in the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, either forum Shall have sole and exclusive jurisdiction and venue.

3-20 NON-ASSIGNMENT

The Contractor Shall not assign any rights or delegate any duties under this Contract without the County's prior written consent. Such consent must be in writing and received no less than thirty (30) days prior to the date of any proposed assignment and/or delegation.

3-21 CONTRACT DOCUMENTS AND PRECEDENCE

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them Shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they Shall take precedence as listed on the "Contract", page i.

3-22 SEVERABILITY

The invalidity or unenforceability of any provision of any resultant Contract Shall not affect the other provisions hereof, and the Contract Shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

3-23 INDEMNIFICATION AND HOLD HARMLESS

The successful awardee Shall protect, defend, indemnify, and hold the County, its agents, employees, officials, and officers harmless from, and Shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the execution of, performance of, or failure to perform this Contract; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the successful awardee, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this paragraph Shall be valid and enforceable only to the extent of the negligence of the successful awardee, its agents, employees, and/or officers; and, PROVIDED FURTHER, that nothing in this paragraph Shall require the successful awardee to indemnify, hold harmless, or defend the County, its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of the County, its agents, employees, and/or officers. The successful awardee's obligation under this paragraph Shall include indemnification for claims made by the successful awardee's own employees or agents. For this purpose, the successful awardee, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 R.C.W. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this paragraph, and such fees, expenses, and costs Shall be recoverable from the successful awardee.

3-24 TERMINATION

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Successful Awardee Shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee Shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee Shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee Will account for the same and dispose of it in the manner the County directs.

B. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for services and the Successful Awardee fails to perform in the manner called for in the Contract, or if the Successful Awardee fails to comply with any other material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default. Termination Shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful

Awardee Shall have ten (10) calendar days to cure the default. The Successful Awardee Will only be paid for Goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by such default.

The termination of this Contract Shall in no way relieve the Successful Awardee from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This Contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation Shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the Contract is terminated as provided in this subsection:

The County Will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

The Successful Awardee Shall be released from any obligation to provide further services pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract Will terminate at the close of the current appropriation year.

3-25 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

A. Nondiscrimination 49 CFR part 26. The Contractor Shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor Shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.

B. DBE Program. King County has determined that no DBE goal Will be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.

C. Efforts to Increase DBE Participation. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:

1. Advertise opportunities for subContractors and suppliers ("subContractors") in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.

2. Utilize the services of available minority community organizations, minority consultant groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.
 3. Establish delivery schedules, where requirements of the Contract allow and encourage participation by DBEs and other small businesses.
 4. Achieve DBE attainment through joint ventures.
- D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693 . For purposes of this Contract, a DBE firm must be certified by OMWBE as of the date and time of bid submittal.
- E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE subContractor or supplier the Contractor Shall provide notice of such use in writing to the King County Business Development and Contract Compliance Section (BDCC). Upon receipt of said notice, BDCC Shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at (206) 205-0700. Notice referenced herein should be delivered to the following address:

Business Development and Contract Compliance Section
Business Relations and Economic Development
King County Courthouse
Mail Stop: KCC-EX-0402
516 3rd Avenue, Rm. 550
Seattle, WA. 98104-3271
Phone: (206) 205-0700
Fax: (206) 205-0719

SECTION 4 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

4-1 CONTRACT TERM

The term of this Contract Shall be one (1) year, commencing on the date of the Contract Agreement. Upon written notice by King County, this Contract may be extended for four (4) additional one year periods. During extension periods, all terms and conditions of this Contract Shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years.

4-2 PRICE REVISIONS

- A. All price reductions at the manufacturer's or distributor's level Shall be reflected in a reduction to the Contract price(s) charged to King County retroactive to the effective date of the price change.
- B. Reasonable price increases may be made during the Contract period based upon market conditions and price/cost analysis. The Contractor Shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index (PPI), the Consumer Price Index (CPI), published catalog prices, or a manufacturer's published notification of price change(s). King County Will evaluate this information to determine if the price increase is considered fair and reasonable to the satisfaction of King County. Requests for any such increase Shall be made in writing to the Buyer in the Procurement Services Section at least fifteen (15) calendar days prior to the effective date of the change. Any agreed-to change Shall take effect upon completion of the County's review and approval.
- C. The Contractor Shall provide the County with updated pricelist/catalogs reflecting changes approved by the County and current market conditions. King County reserves the right to obtain other microcomputers, components and accessories not bid, but which may be introduced or available from the various manufacturers during the term of the Contract
- D. King County Will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior Acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the Contractor for a correct invoice.

4-3 MAINTENANCE OF RECORDS/AUDITS

- A. The Contractor Shall maintain, and Shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records Shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor Shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) Shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy

them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

- C. The Contractor Shall provide access to its facilities, including those of any sub-Contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County Will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation Shall be maintained and disclosed in accordance with RCW Chapter 42.17.

4-4 SYSTEM COMPATIBILITY

The Contractor Shall be responsible for the procurement of the hardware and software components of the system. The Contractor Will be responsible for the whole system integration and guarantees the functionality of the integrated system as a whole. This provision Will constitute an express warranty on the part of the Contractor.

A. Guarantee of Functionality

Functionality Shall mean that the configuration as specified by the Contractor, i.e., software, software updates, hardware, specifications of the communications network from the hardware up to the modems, and services Shall operate together efficiently in light of industry standards, so long as the system is maintained in accordance with the manufacturer's specifications. The Contractor warrants and represents that the unmodified configuration identified in the Contract document has been specifically selected and designed for the County as being an operationally efficient integration of hardware, software, communications network and services, in light of the County's current identified specifications and projected expansion.

B. Guarantee of System Integration

System integration means the installation and operation of all hardware, software, and communications components so that they function in an operational environment and in conjunction with each other. By executing this Agreement, the Contractor acknowledges its commitment to successful integration of hardware/software/communications capabilities and warrants that the capabilities being supplied under this Contract Will be successfully integrated, provided that, the communications network supplied and installed by any third party Shall conform to the County's and Contractor's specifications and industry standards and is fully operational. The Contractor guarantees the integration of the System as specified; however, third party Contractors remain ultimately liable for the installation and operation of the local-area and wide-area communications networks.

The Contractor Shall coordinate the resolution of the problems with the hardware or software supplied under this Agreement which arise upon delivery or at any time during the warranty or maintenance periods contained in this or other agreements between the parties. Problems Shall be resolved by the Contractor to the County's satisfaction and in accordance with the published specifications.

4-5 CONTRACTOR PERFORMANCE

The Contractor Will be evaluated periodically throughout the Contract period. All evaluations Shall be shared with the Contractor, with the goal of immediate and permanent resolution where problems and concerns occur.

SECTION 5 – INSURANCE

5-1 INSURANCE REQUIREMENTS

By the date of execution of this Contract the ("Contractor") Shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons and/or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, its agents, representative, employees, and/or subContractors. The cost of such insurance Shall be paid by the Contractor.

The Contractor Shall furnish proof of Commercial General Liability insurance in the amount of the least \$1,000,000 combined single limit, \$2,000,000 aggregate, with **King County its officers, employees, and agents covered as additional insureds.**

The Contractor Shall furnish proof of Commercial Auto Liability insurance in the amount of at least \$1,000,000 combined single limit, with **King County its officers, employees, and agents covered as additional insureds.**

The Contractor Shall furnish proof of Workers' Compensation: Statutory Requirements of the State of Residency.

SECTION 6 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

6-1 APPLICABILITY AND FEDERAL GRANT CONTRACT

This procurement is subject to a financial assistance Contract between the County and the U.S. Department of Transportation. The successful Contractor is required to comply with all terms and conditions prescribed in third party Contracts in the grant Contract between the U.S. Department of Transportation and the County.

New federal laws, regulations, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require SubContractors comply with revised requirements as well.

6-2 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and Shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subContract financed in whole or in part with Federal assistance Provided by FTA. It is further agreed that the clause Shall not be modified, except to identify the SubContractor who Will be subject to its provisions.

6-3 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The DBE requirements of 49 CFR Part 26 apply to this Contract. These requirements are described in Section 1 – Proposal Preparation of the RFP.

6-4 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the Contractor Shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor Shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action Shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subContracts, except subContracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be Provided by the Contracting officer setting forth the provisions of this non-discrimination clause.

(Authorities: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC §

5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4).

6-5 TITLE VI COMPLIANCE

The Contractor Shall comply with and Shall ensure the compliance by all SubContractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

A. NONDISCRIMINATION

The Contractor, with regard to the Work performed by it during the Contract, Shall not discriminate on the grounds of race, color, creed, sex, disability, age or national origin in the selection and retention of SubContractors, including procurements of materials and leases of equipment. The Contractor Shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

B. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive proposal or negotiation made by the Contractor for Work to be performed under a subContract, including procurements of materials or leases of equipment, each potential SubContractor or supplier Shall be notified by the Contractor of the Contractor's obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color, creed, sex, disability, age or national origin.

C. INFORMATION AND REPORTS

The Contractor Shall Provide all information and reports required by the regulations or directives issued pursuant thereto and Shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. The Contractor Shall maintain all required records for a least three (3) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor Shall so certify to the County or the Federal Transit Administration, as appropriate, and Shall set forth efforts made to obtain the information.

D. SANCTIONS FOR NONCOMPLIANCE

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County Shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the Contract, in whole or in part.

E. INCORPORATION OF PROVISIONS

The Contractor Shall include the provisions of paragraphs A through E of this section in every subContract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor Shall take such action with respect to any subContract or procurement as the County or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in or is threatened with litigation with a SubContractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6-6 LABOR PROVISIONS - NON-CONSTRUCTION CONTRACTS

A. OVERTIME REQUIREMENTS

No Contractor or SubContractor Contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics Shall require or permit any such laborer or mechanic in any Work week in which he or she is employed on such Work to Work in excess of forty (40) hours in such Work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such Work week. (29 CFR § 5.5(b)(1)).

B. VIOLATION: LIABILITY FOR UNPAID WAGES: LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any SubContractor responsible therefor Shall be liable for the unpaid wages. In addition, such Contractor and SubContractor Shall be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages Shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar Day on which such individual was required or permitted to Work in excess of the standard Work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

C. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

The Department of Transportation or the County Shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by the Contractor or SubContractor under any such Contract or any other federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities

of such Contractor or SubContractor for unpaid wages and liquidated damages as Provided in paragraph B of this section. (29 CFR § 5.5(b)(3)))

D. PAYROLLS AND BASIC RECORDS

The Contractor or SubContractor Shall maintain payrolls and basic payroll records during the course of the Work and Shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records Shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph Shall be made available by the Contractor or SubContractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or SubContractor Will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c)).

E. SUBCONTRACTS

The Contractor or SubContractor Shall insert in any subContracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the SubContractors to include these clauses in any lower tier subContracts. The prime Contractor Shall be responsible for compliance by any SubContractor or lower tier SubContractor with the clauses set forth in paragraphs A through E of this section. (29 CFR § 5.5(b)(4)).

6-7 CARGO PREFERENCE - USE OF U.S. FLAG VESSELS OR AIR CARRIERS

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor Shall:

- A. Utilize privately owned United States-flag commercial vessels to ship at least fifty (50%) percent of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. Furnish within twenty (20) working Days following the date of loading for shipments originating within the United States, or within thirty (30) working Days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of SubContractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers even though comparable or a different kind of service can be Provided at less cost by a foreign air carrier, a foreign air carrier is preferred by or more convenient for the Contractor, or service by a foreign air carrier can be paid for in excess foreign currency, unless United States flag air carriers

decline to accept excess or near excess foreign currencies for transportation payable only out of those monies.

D. Insert the substance of the provisions of this section in all subContracts issued pursuant to this Contract.

(Required by 46 CFR Part 381 and 41 CFR Part 301-3.6).

6-8 AUDIT AND INSPECTION OF RECORDS

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, Shall, for the purpose of audit and examination be permitted to inspect all Work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

6-9 BUY AMERICA

This procurement is exempt from FTA "Buy America" requirements in 49 USC § 5323(j), 49 CFR Part 661 because of a General Waiver.

In accordance with Appendix A to 49 CFR § 661.7 General Waivers (d), "Under the provisions of § 661.7(b) and (c) of this part, microcomputer equipment, including Software, of foreign origin can be procured by grantees."

6-10 FTA PROTEST PROCEDURES

Proposers are hereby notified that if this Contract is funded in whole or in part by the Federal Department of Transportation, the Federal Transit Administration (FTA) may entertain a protest that alleges that the County failed to have or follow written protest procedures. Proposers must file a protest with the FTA not later than 5 working Days after the County renders a final decision or 5 working Days after the Proposer knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the FTA. After 5 Days, the County Will confirm with FTA that FTA has not received a protest. Protests to the FTA must be filed in accordance with FTA Circular 4220.1D (as periodically Updated).

The County Will not award a Contract for 5 working Days following its decision on a Proposal protest or while a protest to the FTA is pending unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance Will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award Will otherwise cause undue harm to the County or the Federal Government.

6-11 PRIVACY

Should the Contractor, or any of its SubContractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any Contractors, third party Contractors, SubContractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract Will make this Contract subject to termination.

The Contractor agrees to include this clause in all subContracts awarded under this Contract that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

6-12 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The County and Contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities receiving or benefiting from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State of Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

6-13 INTEREST OF MEMBERS OF OR DELEGATES OF CONGRESS

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States Shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

6-14 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on this FTA-financed Contract, if the Contract exceeds \$100,000, each Proposer Shall complete and submit, as part of its Proposal, the certification contained in Attachment K for itself, its principals and its SubContractor(s) for any subContract in excess of \$100,000. The inability of a Proposer to Provide a certification in Attachment K Will not necessarily result in denial of consideration for Contract award. A Proposer that is unable to Provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation Shall disqualify the Proposer from participation under this Proposal. The County, in conjunction with FTA, Will consider the certification or explanation in determining Contract award. No Contract Will be awarded to a potential third-party Contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

The certification is a material representation of fact upon which reliance is placed in determination of award of Contract. If at any time the Proposer or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it Shall immediately Provide written notice to the County. If it is later determined that the Proposer knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may disqualify the Proposer. If it is later determined that the Contractor knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the Contract, in addition to other remedies available including FTA suspension and/or debarment.

6-15 SUBCONTRACTORS' CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY

By submitting a Proposal for this Contract, the Proposer agrees that should it be awarded the Contract, it Shall not knowingly enter into any subContract exceeding \$100,000 with an entity or Person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and Shall require each SubContractor to complete the certification Provided in Attachment L.

Each subContract, regardless of tier, Shall contain a provision that the SubContractor Shall not knowingly enter into any lower tier subContract with a Person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered SubContractor to Provide the certification set forth in Attachment L.

The Contractor Shall require each SubContractor, regardless of tier, to immediately Provide written notice to the Contractor if at any time the SubContractor learns that its, or a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the SubContractors unless it knows that a certification is erroneous. The Contractor's knowledge and information regarding any SubContractor is not required to exceed that which is normally possessed by a prudent Person in the ordinary course of business.

6-16 DISCLOSURE OF LOBBYING ACTIVITIES

Proposals in excess of \$100,000 require Attachment I, "Certification Regarding Lobbying," and Attachment J, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it Will not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor Shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 *et seq.*, who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor Will include the language of this certification in all subContract awards at any tier and require that all recipients of subContract awards in excess of \$100,000 Shall certify and disclose accordingly.

6-17 ANTI-KICKBACK

The County and Contractors are required to comply with the Anti-Kickback Act of 1986, 41 USC §§ 51 *et seq.* Under state and federal law, it is a violation for County employees, Proposers, Contractors or SubContractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a Contract or the purchase of Goods or Services.

"Kickback" as defined by Federal Acquisition Regulation (FAR) 52.203-7, and 41 USC § 52(2), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is Provided directly or indirectly to any prime Contractor, prime Contractor employee, SubContractor or SubContractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contract or in connection with a subContract relating to a prime Contract.

6-18 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 *et seq.*, and/or 49 USC § 5307(n)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subContracts awarded under this Contract.

6-19 CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*

The Contractor agrees to include this clause in all subContracts awarded under this Contract.

6-20 AIR POLLUTION

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria Will be met. This evidence and related documents Will be retained by the manager for on-site examination by FTA.

6-21 ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. ENVIRONMENTAL PROTECTION

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

B. AIR QUALITY

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County Will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subContract exceeding \$100,000 financed in whole or in part with Federal assistance Provided by FTA.

C. CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County Will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h *et seq.*

The Contractor agrees to include these requirements in each subContract exceeding \$100,000 financed in whole or in part with Federal assistance Provided by FTA.

D. USE OF PUBLIC LANDS

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

E. HISTORIC PRESERVATION

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 *et seq.* involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying FTA of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

F. MITIGATION OF ADVERSE ENVIRONMENTAL EFFECTS

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor Will take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

G. ENERGY CONSERVATION

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321, *et seq.*

6-22 PREFERENCE FOR RECYCLED PRODUCTS

To the extent practicable and economically feasible, the Contractor agrees to Provide a competitive preference for products and Services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

6-23 TERMINATION PROVISIONS REQUIRED

All Contracts and subContracts in excess of \$10,000 Shall contain Contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it Will be effected and the basis for settlement.

(Required by FTA Circular 4220.1E, § 15.b., dated 6/19/03).

6-24 BREACH PROVISIONS REQUIRED

All Contracts in excess of \$100,000 Shall contain Contractual provisions or conditions that Will allow for administrative, Contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subContracts in excess of \$100,000 awarded under this Contract.

(Required by FTA Circular 4220.1E, § 15.a., dated 6/19/03)

6-25 INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms Shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

SECTION 7 – TECHNICAL SPECIFICATIONS

7-1 KING COUNTY BACKGROUND

King County is a multi-purpose government that provides regional services to all residents including people who live in Seattle, surrounding cities and unincorporated areas. It is composed of three major branches: Executive, Judicial and Legislative. The King County Executive is the elected executive officer of county government. The Metropolitan King County Council, the legislative branch of county government, adopts laws, sets policies and holds final approval over the budget. See **Attachment G** for the current King County organizational chart.

King County delivers services to an area that consists of 2,200 square miles, ranking 11th in geographical size among Washington State's 39 counties. The County ranks number one in population in the State of Washington and is the financial, economic, and industrial center of the Pacific Northwest Region. As of December 31, 2001, the County contained 39 incorporated cities, which accounted for approximately 80 percent of its population. With approximately 1.8 million people, King County also ranks as 12th most populous county in the nation.

King County is committed to providing the lowest possible total cost of ownership (TCO) combined with best of breed products while still meeting or exceeding our internal service commitments and business requirements.

To that end, it is the intent of King County to establish a long-term business relationship with a vendor for the provision of all or some of the following products and services that best fit King County's goals.

Hardware:

Purchase of microcomputer and related hardware, including, but not limited to desktop PCs, laptop PCs, and PC component parts.

Services:

- **Procurement Services:** King County is interested in vendor provided solutions in support of the overall procurement processes related to the products and services being delivered under this RFP. One of the County's goals is to leverage vendor supplied on-line procurement tools to reduce our internal administrative costs and reduce cycle time (i.e., the interval between the decision to purchase and the delivery time.)
- **Imaging and Pre-loading of PC Software:** It is the intent of King County that the vendor Shall deliver preloaded PCs with the appropriate software, configurations, or images as designated by King County.
- **Maintenance and Repair:** Use of vendor/manufacturer qualified computer support technicians to perform warranty and non-warranty hardware repair of potentially some or all equipment purchased as a result of this RFP
- **Installation Package Creation:** It is the intent of King County to make use of the Vendor's technicians working in conjunction with King County staff to develop images for deployment on newly purchased equipment. Images Will be created for each agency ordering computers under this RFP. King County agencies Will work with the vendor to produce the initial image or images. The vendor Will

then store those images for later deployment. Agencies may have one or several different images.

King County is interested in understanding both the short-term and long-term technology directions for all the hardware manufactures (OEMs) and is interested in attending any OEM “non-disclosure updates on the desktop technology plan”.

7-2 SCOPE OF PRODUCTS AND SERVICES

The following table summarizes the products and services that King County is expecting to have provided by this RFP. Some of these are “required services” (R) and some are “optional services” (O).

Product or Service
Ability to Purchase:
Desktop PCs (R)
Laptop PCs (R)
Monitors (R)
PC Parts and Components (O)
Miscellaneous (cables, etc.) (O)
* ALL PCs and Laptops Shall include Windows XP Professional
Support Services for
Procurement support services (R)
Imaging and Pre-loading of PC software (R)
Management Tools (O)
PC Deployment (O)
On-site warranty for equipment purchased under this agreement (O)
Break fix for equipment purchased under this agreement (O)
Desk side support for equipment purchased under this agreement (O)
PC – Laptop management tools and best practices (O)
Creating desktop deployable installation packages (O)
Installing desktop software remotely using remote tools (i.e. MS SMS etc.) (O)
Non-Warranty Repair of older equipment (PCs, Laptops, etc.) (O)

7-3 CURRENT KING COUNTY DESKTOP ENVIRONMENT

A. Desktops

King County currently supports approximately 12,000 personal computers (PCs). These PCs are made up of a variety of equipment from various manufacturers. The operating systems are primarily Microsoft Windows 95, 98, NT, 2000 and XP Professional.

This RFP is part of a plan to standardize PCs and migrate to a single standard vendor.

B. PC Replacement Cycle

King County currently supports a lifecycle replacement of 48 months. King County is interested in a thirty-six month supported life cycle with an optional extension of twelve months

C. Hardware Procurement and Standardization Strategy

King County is faced with internal process complexities and interdependencies relative to hardware platform, software integration and process integration that exceed that of most organizations. It is King County's intention to address these complexities in a manner that achieves cost efficiencies within a framework that clearly addresses the requirements of our business units.

It is the view of King County that this process Will help foster an adherence to standards and lessen King County's risk in the longer term. To this end when dealing with a vendor, King County intends to have one primary equipment manufacturer for PCs and one primary vendor for laptops. One vendor could be selected for both PC and laptops or the assignment could be to two different vendors. King County intends to purchase all PC and laptop equipment from the primary manufacturer(s) unless, at King County's sole discretion, an alternative manufacturer is deemed necessary.

The following are some, but not all, circumstances under which King County may change primary manufacturers:

- A period of poor or non-performance by the prime equipment manufacturer;
- Audits indicate that the primary manufacturer's prices are significantly higher than the secondary manufacturer's for similar configurations;
- Product supply of the primary manufacturer not meeting King County's requirements;
- Significant business instability of the primary manufacturer;
- The primary manufacturer exiting the PC business;
- The primary manufacturer not providing products of leading edge technology.

7-4 PROPOSER RESPONSES

Throughout the RFP are three types of requests for capabilities. Detailed and complete answers are expected in all circumstances.

- A. **COUNTY REQUIREMENT** – This is a requirement of high importance to the County. Proposers Shall document their capabilities for meeting these.
- B. **HIGHLY DESIRABLE** – These items, while not *COUNTY REQUIREMENTS*, represent areas of extreme interest to King County. Proposers Will not be disqualified for failing to respond, but lack of a response Will have a definite impact on the scoring of the proposal.

C. **DESIRABLE** – These items represent capabilities the County would like to have. Proposers Will not be disqualified for failing to respond, but lack of a response could have an impact on the overall score.

D. **RESPONSE REQUIRED** – Proposers Shall provide a response.

NOTE: Sub-Sections with designations shall be interpreted as every sub-item within the sub-section having the same designation. (Example: 7-7 PC LIFECYCLE PROCESSES – (COUNTY REQUIREMENT))

7-5 PROPOSER REQUIREMENTS

A. COMPANY PROFILE and FINANCIAL INFORMATION – (RESPONSE REQUIRED)

The vendor Shall submit a company profile and financial information using **Attachment D** which includes the following:

1. Company's full name;
2. Location of the Company's headquarters;
3. Length of time the company has been in the computer hardware and software business;
4. Company founders and whether they are still with the company;
5. Whether the company is publicly or privately held;
6. Description of your target market and reasons for this strategy;
7. Location of company offices and service centers that would be pertinent to your proposal, including numbers and types of staff at these locations;
8. Number of units, of the manufacturer's equipment bid, per month sold;
9. Organization chart of your company.
10. Indicate why the Vendor considers itself to be the "right" Vendor and what key strengths it Will bring to King County;
11. Provide proof of financial stability as evidenced by supplying a set of current audited financial statements including, but not limited to, Income Statement, Balance Sheet, Cash Flow Statement, Notes to the Financial Statements, and the Management Discussion & Analysis. (If the Vendor cannot provide an audited financial statement, it may provide a reasonable equivalent. However, if King County cannot extract from the information provided, a clear indication of the Vendor's financial stability, this may be prejudicial to the Vendor's Proposal.)

B. REFERENCES – (RESPONSE REQUIRED)

Using the form provide in **Attachment E** the Vendor Shall provide the names of at least three (3) current customers with whom they have entered into a similar agreement as is being requested in this RFP. The Vendor Shall submit proof of success in undertaking Contracts for a minimum of 10,000 desktops or greater over a four year period, equivalent number of locations and nature. Of the three client references, at least two (2) Shall be from the public sector, preferably with citizen populations over 1,000,000 in which the client has purchased hardware systems in the past two years. Such proof Shall consist of:

1. A description of the Contract;
2. The start and end date for the Contract;
3. The value of the Contract;
4. The contact name, address, and telephone number of the customer.

C. SUPPORT AND SERVICE REFERENCES – (RESPONSE REQUIRED)

Please provide a list of up to 10 but no less than five (5) additional public sector clients who have previously utilized the support services similar to those requested in this RFP in the last 3 years. Respondents Shall provide a contact name and title, phone number, address, a brief description of the services provided, and a brief summary of cost, applications and hardware included. **(Attachment E)**

The reference should be for sites of similar complexity and diversity as King County. Such proof Shall consist of:

1. A description of the service;
2. The start and end date for the Contract;
3. The value of the Contract;
4. A contact name, address, and telephone number of the customer.

The Vendor may use the same reference in both equipment and services section provided the site meets the criteria defined in this RFP.

King County may contact and consider references in addition to those supplied by the Vendor.

King County may also need to visit customer site references who are using the proposed equipment and management capabilities. Any expenses required for King County staff to visit site references Will be at King County's expense.

D. MANAGEMENT REPORTS – (COUNTY REQUIREMENT)

The Contractor Shall supply monthly management reports detailing and summarizing activities for the previous month and year-to-date. These reports Shall include, at a minimum:

- Number and dollar volumes of each equipment type ordered and/or delivered;
- Itemized listing of all equipment order date, delivery date, model, serial number, asset tag number, department, and name of person requesting order;
- Detailed listing of all repairs made, including the type of failure;
- Detailed listing of all software supplied to King County with cost, license information and maintenance information (i.e. costs and expiration date).

King County reserves the right to request additional information when reviewing Contract activity.

The Proposer Shall provide sample reports or a detailed description of their management reports and identify any discrepancies from the expectations outlined and any additional features of their report. These reports Shall be delivered electronically and may be requested in a specific format to be defined by King County, for example Microsoft EXCEL or WORD formats.

E. ACCOUNT MANAGER - (COUNTY REQUIREMENT)

The successful bidder Shall provide the County with a toll-free telephone number and Shall name a single, dedicated account representative to provide a communication channel between the vendor and King County. The account representative Shall be responsible for coordinating all aspects associated with the Contract and those services Will be provided at no additional cost to the County. The Account Manager Shall be responsible to work with County staff to resolve issues and prepare/report performance evaluation statistics on a monthly basis.

The Proposer Will provide the name, location and telephone number of that Account Manager identified to work with King County.

7-6 EQUIPMENT SPECIFICATIONS

King County desires to minimize its risk, to ensure a high level of manageability built into a complete solution and enable King County to deploy a standardized, consistent product that remains viable across model lines for the longer term.

A. CONTRACTOR SUITABILITY METHODOLOGY

King County Will, for the initial period, use the Gartner Magic Quadrant for Enterprise desktop and laptop PCs designations in reviewing all Proposer solutions.

B. MANUFACTURER - (COUNTY REQUIREMENT)

Proposers Shall propose desktop and laptop PC equipment produced by a manufacturer designated as "Leader" or a "Visionary" by Gartner's Magic Quadrant. The latest Gartner report dated October 21, 2003 lists Magic Quadrant "Leader" and "Visionary" as:

GARTNER'S MAGIC QUADRANT	Leader	Visionary
Desktop PC	Dell, HP, IBM	Fujitsu/Fujitsu Siemens, MPC, Gateway
Laptop	Dell, HP, IBM, Toshiba, Fujitsu/Fujitsu-Siemens	MPC, Gateway

C. INDUSTRY STANDARDS AND FEATURES FOR PC MANAGEMENT – (COUNTY REQUIREMENT)

All desktop and laptop PCs Shall be Managed PCs and meet the following requirements:

1. Equipment manufacturers be members of Desktop Management Task Force (DMTF)
2. All equipment DMTF certified
3. Desktop Management Interface (DMI) Version 2.0 or above

4. Wired for Management (WfM) including:
 - a) Common Interface Model (CIM)
 - b) Pre-boot Execution Services (PXE) or Service Boot
 - c) Remote wake-up of PC from a remote location
 - d) Advanced Configuration and Power Interface (ACPI)
5. Self-Monitoring Analysis and Reporting Technology (SMART) disk drives Shall provide predictive failure alerts
6. Password verification for configuration of and access to PC BIOS.

D. STANDARDIZATION AND SECURITY

1. STANDARDIZATION: – (COUNTY REQUIREMENT)

- a. Proposers Shall describe how they Will achieve standardization of software drivers and images as much as is possible across all models, and describe any other features that would enhance the functionality and manageability of the PCs.
- b. The Porposer Shall describe how these features are implemented in their products including benefits and detail any associated costs to King County.
 - 1) Universal Serial Bus (USB) version 2 or later
 - 2) Remote BIOS Update
 - 3) Surge-protected power supplies
 - 4) Thermal/voltage monitoring and alerts
 - 5) Fan speed indication
 - 6) Tool-less design
 - 7) Simple Network Management Protocol (SNMP) and ability to send SNMP traps and alerts
 - 8) Lockable case
 - 9) Energy saving features

2. SECURITY DEVICES – (DESIRABLE)

It is King County's desire to reduce the risk and prevent the theft or loss of equipment.

The Proposer Shall describe any additional features or methods that would be available for King County to achieve this goal and detail any associated costs.

E. ALERTS AND ALARMS – (DESIRABLE)

All PCs Shall be capable of sending alerts and alarms to King County's Distributed Computing Management systems in a timely fashion, via standardized protocols and methods, including at a minimum:

- hard disk drive predictive failure
- significant fan speed change
- internal temperature(s) too high

- significant voltage change
- case being opened

The Proposer Shall describe how this is accomplished, including which protocols and methods are used.

F. REMOTE MANAGEMENT ABILITY - (*DESIRABLE*)

The Proposer Shall ensure that all PCs acquired under this Contract have remote management capabilities. Tools provided Shall be compatible with or compliant with Microsoft SMS V2.

1. The Proposer Shall indicate how these management tools Will work over dial-up, slow-link or fast-link network connections, allowing support staff to take-over the system remotely to perform the support and management functions listed below:
 - Remote power-up and system boot
 - System monitoring
 - Flash BIOS
 - Change CMOS
 - Fdisk (create a disk partition)
 - Format hard disk drive
 - Install King County Base Image
 - Run pre-boot scripts
 - Load software image and settings
2. The Proposer Shall describe how this functionality is implemented in these products.

G. INDUSTRY CERTIFICATION – (*COUNTY REQUIREMENT*)

The Proposer Shall ensure that the equipment manufacturer has certified all PCs acquired under this Contract using current industry accepted practices designed to result in consistent performance and low failure rates. Example: ISO9000 type standards as appropriate, Proposer Shall detail the practice.

In addition, the Proposer Shall ensure that the PCs are certified for the current Microsoft Windows Operating System.

1. The Proposer Shall state any other software or hardware vendor certification the PCs have.
2. The Proposer Shall describe the processes that are used to certify the PCs and provide documentation of certification.

H. QUALITY ASSURANCE – (*COUNTY REQUIREMENT*)

1. Quality Assurance Processes

The Proposer Shall have quality assurance processes that are used prior to delivery of the PC so that equipment has low repair action rates and DOA rates.

2. Quality Assurance Details

The Proposer Shall describe the quality assurance processes and provide current information detailing their ability to meet this requirement. Include meantime to failure statistics and shipped product defect ratios. Include quality history for the past five years and a list of quality indicators that are tracked for quality assurance and customer satisfaction purposes. Higher scores may be given to vendors whose quality management system demonstrates proactive, reactive, and pre-emptive action plan development and execution.

I. CONFIGURATIONS – (COUNTY REQUIREMENT)

1. The majority of King County PC requirements can be met using two standard configurations for Desktop PCs. The sample configurations for these models are described in **Attachment A-1 and A-2**.
 - a. The Proposer Shall detail their current configurations for each model by completing the tables in **Attachment A-1 and A-2** and provide detailed line item pricing, warranty and support options in Price Detail Sheet, **Attachment F**.

2. Custom Configurations

King County Shall have the capability to order customized desktop and laptop PC configurations for those customers with unique requirements. Custom built PCs would represent a very small portion of King County's overall PC population.

The vendor Shall be able to provide customized versions of the Desktop PCs. The custom configured PCs Shall be provided by the same equipment manufacturer of the standard desktop PCs.

- a. The Proposer Shall describe the ability in detail to deliver "customized" versions of the standard desktop PCs being proposed, and detail all applicable costs using **Attachment F**.

J. MODEL LONGEVITY – (COUNTY REQUIREMENT)

1. Leading Edge/Trailing Edge

It is the desire of King County to reduce the amount of effort it spends on building and maintaining base images. King County seeks a value point for PC equipment that is neither so close to the leading edge as to be expensive and unproven nor so trailing edge that business use or life cycle is compromised. Vendor and King County staff Will be required to work together to ensure that model changes are certified using King County's ITS certification process. The vendor Shall notify King County well in advance, and provide new models with sufficient lead time, so that product certification can be performed before the new models are installed at customer locations.

2. Model Changes

The vendor Shall work with King County to plan model changes.

The vendor Shall indicate a time period that the models in **Attachment A-1 and A-2** can be kept constant (i.e. not requiring an image change).

3. Strategy

The Proposer Shall describe their strategy and customer notice practices with regards to model changes and longevity. The Proposer Shall describe how this Will be accomplished and detail any associated costs.

4. Operating Systems

PC products bid Shall ship licensed for Microsoft Windows/XP Professional or the current Windows operating system but Shall be capable of using Microsoft Windows 2000 unless otherwise directed by King County.

The Proposer Shall provide detailed information on how the products and services that are being proposed are affected by this requirement. For example, do the products run Windows 2000? Are there additional process requirements associated with loading Windows 2000? How long have these models been running Windows XP Professional? The Proposer Shall also describe how their products maintain compatibility with previous, current and future versions of Windows.

K. MONITORS - (COUNTY REQUIREMENT)

King County's current standard is a 17 inch flat-panel LCD monitor but other sizes are also required. King County Will use its previous experience with different monitor brands to assess the quality and reliability of all monitors acquired under this Contract. Sources such as Gartner Will also be used in the assessment. The monitors provided under this agreement Shall be supplied by the same equipment manufacturer as the standard desktop PCs. Using **Attachment A-1**, the Proposer is required to propose models that meet the minimum specifications for each of the following categories.

1. Warranty and Service

The PC monitors Shall have a minimum 4 year warranty on parts, labor and tube/LCD, meet or exceed King County Service Life expectancy of at least 5 years is assumed. The Proposer Shall describe how on-site warranty replacement would be accomplished.

2. Specifications

The Proposer Shall include detailed specifications that at least meet the minimum requirements as stated in this RFP. The Proposer Shall detail their current configurations for each model by completing the tables in **Attachment A-1** and provide detailed line item pricing.

The Proposer Shall specify the power consumption and energy emission ratings for each of the monitors.

L. SOFTWARE INCLUDED/BUNDLED - (COUNTY REQUIREMENT)

The Proposer Shall list all software that is provided in addition to the operating system and indicate if the cost is included (no charge) or bundled (cost added in). Products Shall also be identified as either being management software or productivity tools.

King County currently has in place a direct Microsoft Enterprise Agreement V6 which covers the Microsoft Office suite and the BackOffice CALS for approximately half of the installed base of PCs. King County also has an associated Select V6 agreement with a pre-existing LAR relationship.

M. SECONDARY OEM COMPLIANCE – (COUNTY REQUIREMENT)

Proposers who include in their response two (or more) equipment manufacturers for desktop PCs and laptop PCs and indicate one as the “primary” manufacturer and one as the “secondary” Shall ensure both equipment manufacturers comply with all of the mandatory requirements as addressed in all requirements as set out in this RFP.

7-7 PC LIFECYCLE PROCESSES - (COUNTY REQUIREMENT)

A. CERTIFICATION PROCESS

King County has established a certification process for all hardware, firmware, drivers and software products brought into the Desktop/Laptop Computing Environment. This process is intended to ensure compatibility with standard hardware, the base PC image and the managed environment. The vendor Shall notify King County well in advance and provide new test hardware and software with sufficient lead-time, so that certification can be performed prior to installation at customer locations. In addition, when a product or application is certified, installation and configuration instructions are created for that product or application. These instructions and the product software are then stored on a King County Server (“Installation Server”). King County reserves the right to reject unusable or unsatisfactory components or software.

The Contractor Shall participate in this process by supplying new hardware or software components for certification before they are considered for inclusion into King County standard software and hardware lists. The Contractor Shall provide the hardware and/or software, as well as the requisite expertise, documentation and information at least 3 (three) months, where possible, prior to the removal of the old device and work with King County to ensure certification is successful. Success is measured by ensuring the new component is certified and available for King County implementation before the discontinued components become unavailable.

The Proposer Shall describe how they propose to meet this requirement and detail any costs associated with this service.

B. PROCUREMENT PROCESS

The County intends to develop a procurement process to comply with this RFP which Will be both streamlined and complimentary to vendor requirements.

The Proposer is invited to provide the County with procurement process options, which would include plans for online ordering.

C. PHYSICAL BOX LABELING

The Contractor Shall produce a label in typed English attached to the outside of the shipping box(es) containing the following information:

- Customer Name
- Delivery address & instructions
- Purchase Order number
- Contact name – person who ordered equipment
- Make, Model & Serial number of equipment

- Bar coded information on make, model and serial number

D. INVOICES AND PACKING SLIPS

The Contractor Shall produce two copies of an invoice and affix one copy as a removable packing slip, in typed English, to the outside of the shipping box(es) containing the following information:

- Customer Name
- Delivery address & instructions
- Purchase Order number
- Information Technology Services contact name
- Make, Model & Serial number of equipment
- Hardware configuration & components list
- Bar coded information on make, model and serial number
- Suppliers invoice or reference number
- Price of item(s) which Shall match the Purchase Order number sent to Vendor

The Contractor Shall send the other copy of the invoice to the address specified at the time the order is placed.

E. ASSET EQUIPMENT LABELS

The Contractor Shall produce and attach to the PC a highly visible label in typed English containing at least:

- Serial number
- King County Asset number (provided by the County)
- Owner of the equipment, "King County"
- Warranty expiration
- Contact number for service

F. RECEIPT OF GOODS

The Contractor Shall confirm with the County contact (identified on the order) the delivery and receipt of all Goods as outlined in the delivery schedule. This confirmation Shall take place within five (5) business days scheduled delivery.

Proposers Shall provide details of this process.

G. DELIVERY

The Contractor is required to deliver the Goods to each customer's location. There are approximately 150 unique sites within King County government.

The Contractor Shall deliver Goods FOB to the County delivery site.

Proposers Shall describe the process by which the requirements of this section Will be achieved.

Proposers SShall describe how they propose to receive and process orders.

H. ORDER CONFIRMATION AND DELIVERY DATE

Once the Vendor receives the County order, a delivery date Shall be provided to the authorized person who placed the order. All equipment ordered under this agreement Shall be delivered within 15 working days from date of order

It is the County's preference to have this confirmation e-mailed to the authorized person who placed the order, within one business days of the order being sent to the vendor. The confirmation should include the Purchase Order number and delivery date.

The Proposer Shall describe how they Will accomplish this requirement.

I. PRICE LIST

- All pricing information Shall be quoted in US Dollars
- Provide complete pricing information on a unit basis in **Attachment F**.
- A four year total cost of ownership Will be evaluated
- Provide information on volume discounts and define what constitutes "volume"
- In addition, provide a price list of other hardware options that are not included in Attachment D.

J. ORDER CHANGES

Any changes to an order prior to delivery (including delivery time frame and/or instructions) by the Contractor are only to be made with authorization from the person who placed the order. The order Will be re-sent with the changes to the Contractor. All change requests Shall be made in writing.

The Contractor Shall only accept order changes through this mechanism.

K. RETURNS

The Proposer Shall describe their return policies (unwanted or DOA equipment) and detail any fees (e.g. restocking, etc.) that the County could incur.

The Contractor Shall only accept returns from the authorized person who initiated the order for the equipment with instructions as to credits, refunds or replacements.

L. ACQUIRE AND BUILD HARDWARE

Contractor acquires or builds (assembles) the requested hardware configuration(s).

The Proposer Shall clearly articulate their processes and identify any associated costs to the County in **Attachment F**.

M. LOAD AND CONFIGURE SOFTWARE (TOP-OFF)

The Contractor Shall be able to:

- Load the ordering agency's base image on PCs using a process and software tools such as Symantec Ghost.
- Load the current County version of the ordering agency's anti-virus software such as McAfee AntiVirus or Norton Anti-Virus.
- Load and configure required certified County licensed PC software on the

PCs being supplied to the County. All installations Will occur from the County licensed software.

- Each PC Shall be pre-configured to automatically take advantage of energy saving features which are intended to save on electricity charges including shutting off the monitor and having the PC go into “sleep” mode after a certain amount of time has elapsed.
- The Proposer Shall clearly describe the method and steps used to accomplish these tasks including any requirements on the method of creating the base image and installation packages. The Proposer Shall also clearly identify any costs to the County associated with this process.

N. INSTALLATION

The Contractor's and County staff who provide desktop support to County clients Shall work together to ensure that the installation of the new equipment is performed in a timely fashion.

The Proposer Shall recommend a process by which the requirements of this section Will be achieved and detail any costs to the County for the provision of this service.

O. MIGRATE PERSONAL SETTINGS

To expedite the deployment process, the Proposer Shall have a process for rapidly moving the current local user settings, configuration and preferences from the old PC to the new PC.

The Proposer Shall detail this process and any costs associated to King County for the provision of this service.

P. SYSTEM ACCEPTANCE

System acceptance Will occur with the Customer's LAN Administrator signing off that all requested components and software are loaded correctly, the system logs onto King County network correctly, and personal settings have been successfully migrated.

Q. PC DISASTER RECOVERY

The County requires the ability to restore a user's computing environment in the event of a failure or loss of their PC or laptop. This would include events such as the failure of a system, software, and hard disk failure or system theft. The recovery may be in the form of restoring the user's software and system configuration back onto their existing PC from an integrated copy or from another PC or backup image.

The Proposer Shall describe the types of failures that can be recovered rapidly and the types of failures that cannot be recovered rapidly. The Proposer Shall also describe how the rapid recovery would be completed and how long each type of failure would take to recover. This include the ability to replace a user system within a short period of time (i.e. less than 1 hour), and have all of the user's applications loaded and local settings and configurations moved to the new system. The Contractor Shall supply to the County the process and tools necessary to carry out this functionality. The Proposer Shall include any tools and licenses and detail all costs to the County associated with the implementation of this functionality.

7-8 SERVICE and WARRANTY

A. EQUIPMENT WARRANTY – (COUNTY REQUIREMENT)

The Proposer Shall describe their warranty such that all equipment and components comprising thereof, acquired under the Contract Shall have, at least, manufacturer warranty, and in some cases be supplemented by Contractor extensions. Warranty Will include:

- On-site repair or replacement, in accordance with the service expectations as specified
- Replacements Shall be at least functionally equivalent and subject to all other terms in this agreement;
- Work to be carried out free of charge;
- Work to be carried out with the least amount of disruption to the customer.

The Proposer Shall provide details of all warranties offered by the equipment manufacturer(s), subContractors and the Proposer. Warranties for equipment acquired under this Contract Shall be described including: determination of warranty start date, manufacturer's problem reporting and resolution processes, and a description of any impacts to the County. Copies of all relevant documentation should be included.

B. WARRANTY OPTIONS – (RESPONSE REQUIRED)

- 90 day unlimited manufacturer warranty on all parts and labor (to replace 30 day unlimited warranty)
- 1 year warranty
- 2 year warranty
- 3 year warranty
- 4 year warrant

A 90 day warranty Will be defined as including all new hardware, accessories, parts, and unopened software still in its sealed package, and may be returned within ninety (90) days from the date on the packing slip or invoice for complete replacement or full refund of the purchase price.

C. ONSITE WARRANTY - (RESPONSE REQUIRED)

The Proposer Shall describe how they Will provide onsite warranty and detail any costs associated to King County for the provision of these services or extension of onsite warranty beyond that provided by the manufacturer.

D. ON SITE WARRANTY WORK RESPONSIBILITY – (COUNTY REQUIREMENT)

The Proposer Shall identify any additional costs associated with supporting existing equipment to the defined King County service levels. King County Will be responsible for the cost of supporting existing equipment that is no longer covered by warranty.

The Proposer Shall ensure that all onsite warranty work for equipment acquired by King County through the Contract is provided by the equipment manufacturer or by OEM certified/approved technicians.

The Contractor Shall provide a means of on-site warranty for all other equipment

acquired by King County through this agreement.

The Proposer Shall describe the process that they Will use to accomplish this.

E. PREFAILURE WARRANTY - (COUNTY REQUIREMENT)

Upon a warning, alert or alarm of an impending failure received from the hardware acquired under this Contract, the Contractor Shall replace the warranted components free of charge.

The Proposer Shall describe the process that they Will use to accomplish this.

F. REPLACEMENT PARTS INVENTORY COVERAGE - (COUNTY REQUIREMENT)

The Contractor Shall maintain a readily accessible inventory of replacement parts adequate to ensure compliance with Service Expectations. Costs of this inventory are expected to be borne by the Contractor. The Contractor Will only install original equipment manufacturer parts unless otherwise authorized by King County.

The Proposer Shall describe their inventory practices and logistics capabilities.

G. REDUCE SERVICE DISRUPTIONS – (HIGHLY DESIRABLE)

King County is working to reduce the number of service disruptions and length of outages for its computing users.

1. The Proposer Shall propose how their products and services Will be implemented such that they support the goal of minimizing service disruptions. The Proposer Shall include any other recommendations or best practices to achieve this goal.
2. The Proposer Shall describe their warranty such that all equipment and components comprising thereof, acquired under this agreement Shall have, at least, manufacturer warranty, and in some cases be supplemented by vendor extensions. Warranty Will include:
 - Onsite repair or replacement, in accordance with the service expectations as specified in;
 - Replacements to be at least functionally equivalent and subject to all other terms in this agreement;
 - Work to be carried out free of charge;
 - Work to be carried out with the least amount of disruption to the customer.

The Contractor Shall be responsible for all warranty work for the life of the warranties for all equipment acquired under the terms of the Contract regardless of whether the Contract is still in place. The Contractor Shall meet the service expectations outlined in the terms of the County Contract and this RFP for the equipment.

H. OTHER VALUE ADDED PRODUCTS OR SERVICES – (HIGHLY DESIRABLE)

Proposers are invited to describe any other value-added products or services which would be included with their proposal at no additional cost to King County.

Proposers Shall assign a monetary value, if possible, to these additional components and describe how the value was derived.

I. TRAINING - (COUNTY REQUIREMENT)

The Proposer Shall describe all training for King County staff required to implement and support the products and service implementation processes, over their lifetime

as specified for the implementation of this Contract. The Proposer Shall describe the training with respect to: content, format, schedule, location, facilities, and certification of courses, materials and instructors. If the training is to be provided by a third party, additionally identify this company and its location(s). The Proposer Shall detail any costs associated to King County for provision of these services.

J. PRODUCT LONG-TERM VIABILITY, LONGEVITY AND BACKWARDS COMPATIBILITY - (DESIRABLE)

The Contractor Shall ensure that their product lines have long-term viability and Shall include backward compatibility with the proposed management environment, systems, processes and tools for the life of the Contract and beyond. In addition, the PCs Shall provide compatibility with the proposed management environment, systems, processes and tools throughout the product lines.

The Proposer Shall describe their products' long-term viability, integration and architectural strategies, such that they can demonstrate to King County their product lines' long-term viability in King County's computing environment.

K. SOLUTIONS SCALABILITY - (DESIRABLE)

All solutions acquired under the terms of this RFP Shall be scaleable to King County's environment as described in Sub-Section 7-1. Proposers Shall also keep in mind that the Contract may be in place for a 5 year period (with equipment purchased under the Contract being under warranty beyond the Contract's life), and that solutions proposed Shall be enduring for these time periods.

The Proposer Shall describe the scalability of their solutions to King County's environment and their solutions' endurance for the length of this agreement.

L. EQUIPMENT FOR TESTING, EVALUATION AND CERTIFICATION - (DESIRABLE)

King County requires equipment for testing, evaluation, and certification on an as-needed basis. The Contractor Shall work with King County staff to facilitate the delivery of all brands and types of equipment as listed in all Appendices of this RFP document, for the purposes of testing, evaluation and certification.

The Proposer Shall recommend a process by which this Will be achieved and Shall detail any costs associated to King County for the provision of these services.

M. PRODUCT DEFECT AND RECALL NOTIFICATION - (DESIRABLE)

The Proposer Shall describe how King County Will be notified of product defects and recalls.

N. QUALITY - (COUNTY REQUIREMENT)

The Contractor Shall have an end-to-end view of quality, including product development, manufacturing and delivery to King County. The Contractor Shall have extensive experience in testing and using the products supplied under the Contract in a customer environment.

The Proposer Shall describe how they Will provide end-to-end quality to King County.

All components added to or replaced in systems Shall not adversely affect the service expectations warranty or the system's longevity. The Proposer Shall describe their policies and practices with regards to replacement and added parts.

7-9 FOLLOW-ON EQUIPMENT, PARTS AND ACCESSORIES – (COUNTY REQUIREMENT)

Proposers Shall provide a catalogue and price list of equipment, parts and accessories which may be used for future purchases. Include any discounts off manufacturers suggested retail pricing. Proposers Shall detail the method of arriving at Contract pricing for current Contract items and new equipment releases.

7-10 RESPONSE FORMAT

A. INTRODUCTION

In order to facilitate the analysis of responses to this RFP, respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Each respondent is required to submit the proposal in a sealed package.

Respondents whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the County. Furthermore, the County Will not accept partial responses to this RFP. Responses Shall be for the complete set of products and services encompassed in this RFP.

B. RESPONSE SIZE

Respondents are encouraged to submit clear, concise, and complete responses to the RFP. Responses of excessive length are discouraged. Respondents are cautioned against submitting excessive and extraneous materials not directly responsive to the issues raised in the RFP. All parts, pages, figures, and tables should be numbered and clearly labeled.

C. RESPONSE FORMAT

Responses to the RFP Shall be in hard copy and electronic formats (CD in Microsoft Word 2000 or Excel 2000). The County requires one unbound hard copy, ten (10) bound hard copies and an electronic submission via CD in sealed boxes marked with the Proposal Number and Proposal Close Date, with one (1) original **Attachment F** in a sealed envelope within the sealed box. **The responses Shall follow the format defined below. Proposals that do not conform to this format are subject to disqualification.**

Additional information such as brochures and data sheets Shall be separate from the response sections. The County Will not consider the submission of brochures and/or other marketing material as a substitute for written responses to the response worksheets.

All questions Shall be answered in the referenced Attachments or if no attachments are referenced then use the following:

Questions should follow the following format:

Weight	PAGE #	Exact Paragraph Location	Question
Mandatory, highly desired, desired or optional	p.65	Section 3-3.8-C Strategy	

D. ORDER OF ATTACHMENTS IN SUBMISSION

The table below indicates the required format for proposal responses. The right column provides the location within this RFP where the necessary information and instructions can be found in order to respond to the given section.

The proposal responses should be organized as follows:

PROPOSAL RESPONSE OVERVIEWS	INSTRUCTION LOCATION
1. RFP and Addendum/Addenda Cover Page(s)	
2. Checklist	Attachment C
3. Executive Summary	Standard Business Format
4. Profile and Financial Information	Attachment D
5. Desktop and Laptop Minimum Configuration	Attachment A-1 and A-2
6. RFP Response Form	Attachment B
7. Reference Worksheet	Attachment E
8. Price Detail Sheet (Include Under Separate, Sealed Cover)	Attachment F
8. Required Submittals Completed, Signed and Notarized as noted	Attachment S

SECTION 8- PROPOSAL QUESTIONS

8-1 GENERAL

This section contains the Proposal questions to be addressed by Proposers. Proposals Shall address the questions in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language.

Proposers answering the proposal questions Shall examine the entire Request for Proposal document including the instructions, terms and conditions, Specifications and applicable standards and regulations. Failure to do so Shall be at the Proposers risk.

A. Does Proposer accept all Contractual terms and conditions? (see paragraph 1-16)

Yes___ No___

If an exception is taken, a "Notice of Exception" Shall be submitted with the Proposal. The "Notice of Exception" Shall identify the specific point or points of exception and Provide an alternative.

B. Indicate your ability to comply with the following requirements:

1. The County Shall be added as an Additional Insured to all liability policies:

Yes___ No___

2. Your property and liability insurance company is licensed to do business Washington:

Yes___ No___

3. Indicate the name of your property and liability insurance company here:

Name: _____

4. Your property and liability insurance company has an AM Best rating of not less than B+ and/or VII:

Yes___ No___.

C. Provide a response to the following:

1. Are any lawsuits; Federal, State or Local Tax Liens; or any potential claims or liabilities pending against you, your company, or the officers of the company at this time? If yes, provide details on a separate piece of paper and attach to your proposal.

Yes ___ No ___

Attachment A-1 – Desktop Configurations - Standard and Power

For each device listed please provide the following:

1. Vendor equivalent, or better, product and detailed specifications
2. Basic cost, warranty and support options as outlined in Sub-Section 7-6, Equipment Specifications.

Minimum Standard Configuration PC

Minimum Standard Configuration PC	Description	Vendor Equivalent Detailed Specs	Basic cost, warranty and support options
	Pentium® 4 Processor 3.00GHz, 800FSB, 512K Cache, Intel Gigabit NIC		
Memory:	512MB DDR Non-ECC SDRAM, 333MHz, (2 DIMMs)		
Keyboards:	PS/2 Keyboard, No Hot Keys		
Monitor:	UltraSharp™ 1703FP flat panel, height adjustable stand (17.0 VIS)		
Video Card:	Integrated DVMT Video		
Boot Hard Drives:	40GB EIDE 7200RPM		
Floppy Drive:	1.44MB 3.5 Inch Floppy Drive		
Media Storage Device	48X DVD-CDRW Combo Drive		
Operating System(s):	Windows® XP Professional Version, Service Pack 1,with CD, NTFS, English		

Minimum Standard Configuration PC	Description	Vendor Equivalent Detailed Specs	Basic cost, warranty and support options
Mouse:	USB 2-Button Optical Mouse with Scroll		
Integrated Network Adapter (NIC):	Integrated Intel Gigabit (10/100/1000), with Alert Standards Format		
Removable Media Storage Devices:	48X CD-ROM RW		
Audio Solutions:	Integrated Sound Blaster Compatible		
Speakers:	Internal Business Audio Speaker		
Documentation:	Resources CD contains Diagnostics and Driver for OptiPlex Systems		
Mouse Pad:	Mouse Pad		
Hyper-Threading:	Hyper-Threading feature preset to "ON." Can be disabled/enabled in BIOS.		
Factory Added Software	McAfee Virusscan 6.01		

Minimum Power PC Configuration

Minimum Power PC Configuration	Description	Vendor Equivalent Detailed Specs	Basic cost, Warranty and support options
	Pentium® 4 Processor 3.20GHz, 800FSB, 512K Cache, Intel Gigabit NIC		
Memory:	1.0GB DDR Non-ECC SDRAM, 333MHz, (2 DIMMs)		
Keyboards:	PS/2 Keyboard, No Hot Keys		
Monitor:	UltraSharp™ 1703FP flat panel, height adjustable stand (17.0 VIS)		
Video Card:	64MB, nVidia, GeForce 4MX, DVI w/VGA adapter		
Boot Hard Drives:	80GB EIDE 7200RPM		
Floppy Drive:	1.44MB 3.5 Inch Floppy Drive		
Media Storage Device	16xDVD AND 48X/32X/48X CDRW, with Roxio Easy CD Creator® and DVD decode		
Operating System(s):	Windows® XP Professional Version, Service Pack 1,with CD, NTFS, English		
Mouse:	USB 2-Button Optical Mouse with Scroll		

Minimum Power PC Configuration	Description	Vendor Equivalent Detailed Specs	Basic cost, Warranty and support options
Integrated Network Adapter (NIC):	Integrated Intel Gigabit (10/100/1000), with Alert Standards Format		
Removable Media Storage Devices:	4X DVD+RW/+R and 48X CD-ROM with Roxio Easy CD Creator® and DVD decode		
Audio Solutions:	Integrated Sound Blaster Compatible		
Speakers:	AS500 Sound Bar, for 1703FP and 1901FP flat panel display		
Documentation:	Resources CD contains Diagnostics and Driver for Dell OptiPlex Systems		
Mouse Pad:	Mouse Pad		
Hyper-Threading:	Hyper-Threading feature preset to "ON." Can be disabled/enabled in BIOS.		
Factory Added Software	McAfee Virusscan 6.01		

Attachment A-2 – Laptop Configurations - Standard and Power

For each device listed please provide the following:

1. Vendor equivalent, or better, product and detailed specifications
2. Basic cost, warranty and support options

Minimum Standard Laptop Configuration

Minimum Standard Laptop Configuration	Description	Vendor Equivalent Product and Detailed Specs	Basic Cost, Warranty And Support Options
	Pentium® M Processor 1.60GHz with 14.1in SXGA+ Display D616S - [221-1832]		
Memory:	512MB,1 DIMM,DDR SDRAM 512MB - [311-1875]		
Hard Drive:	60GB,HD,9.5MM,4200RPM 60D - [340-8600]		
Floppy Drive Options:	Floppy Drive FD - [340-6895]		
Operating System:	Microsoft® Windows® XP Professional, SP1, with media XPPRO1 - [420-1946]		
Modem:	Internal 56K Modem I56 - [313-1535]		
AC Adapter:	65W AC Adapter 65AC - [310-4225]		

Minimum Standard Laptop Configuration	Description	Vendor Equivalent Product and Detailed Specs	Basic Cost, Warranty And Support Options
Module Bay Devices:	24X max/10X min CD-ROM Drive 24X - [313-1296]		
Wireless Local Area Networking Options:	Internal TrueMobile™ 1400 WLAN (802.11a/b/g, 54Mbps) miniPCI Card TM14 - [430-0456]		
Batteries:	6 CELL PRIMARY BATTERY 6C - [312-0054]		
Carrying Case:	CLASSIC NYLON CARRYING CASE NC - [310-2852]		
Hardware Support Services:	3 Year Limited Warranty plus 3 Year NBD On-site Service and CompleteCare U3CC - [900-6232 900-6550 960-0407]		
Gold Technical Support:	Gold Technical Support, Latitude, 3 Years GTS3YR - [950-4919]		
File System:	NTFS FILE SYSTEM NTFS - [420-3699]		
Keep Your Hard Drive:	Keep Your Hard Drive, 3 Years KYHD3Y - [960-2597]		

Minimum Standard Laptop Configuration	Description	Vendor Equivalent Product and Detailed Specs	Basic Cost, Warranty And Support Options
Factory Added Software	McAfee Virusscan 6.01		

Minimum Ultra-lite Laptop Configuration

Minimum Ultra-lite Laptop Configuration	Description	Vendor Equivalent and Product Detailed Specs	Basic Cost, Warranty And Support Options
	Mobile Pentium® III Processor, 1.20GHz-M, with 12.1in XGA Display C120 - [220-2208]		
Memory:	512MB SDRAM, 2 DIMMS 512M - [311-2035]		
Hard Drive:	40GB Hard Drive, 9.5MM, 5400RPM 405400 - [340-6072]		
Operating System:	Microsoft® Windows® XP Professional, SP1, with media XPPRO1 - [420-2042]		
Modem:	Internal 56K Modem INTMDM - [313-3506]		
Module Bay Devices:	24X max/10X min CD-ROM Drive CD24 - [313-0475]		
Battery:	6-Cell Lithium-Ion Battery 6CBATT - [312-4606]		
Carrying Case:	Leather Slip Cover LSC - [310-4604]		
Hardware Support Services:	3 Year Limited Warranty plus 3 Year NBD On-site Service and Complete		

Minimum Ultra-lite Laptop Configuration	Description	Vendor Equivalent and Product Detailed Specs	Basic Cost, Warranty And Support Options
	Care U3CC - [900-6232 900-6550 960-0407]		
Gold Technical Support:	Gold Technical Support, Latitude, 3 Years GTS3YR - [950-4919]		
Wireless Accessories:	Internal TrueMobile™ 1150 Mini-PCI Wireless Card INTMPCI - [430-0244]		
Keep Your Hard Drive:	Keep Your Hard Drive, 3 Years KYHD3Y - [960-2597]		
Factory Added Software	McAfee Virusscan 6.01		

Attachment B – RFP Response Form

Section	Topic	_1ht	Responses
7-5 A	Company Profile	REQUIRED RESPONSE	Attachment D
7-5 B	Reference	REQUIRED RESPONSE	Attachment E
7-5 C	Support Reference	REQUIRED RESPONSE	Attachment E
7-5 D	Management Reports	COUNTY REQUIREMENT	
7-5 E	Account Manager	COUNTY REQUIREMENT	
7-6 D 1	Describe standardization	COUNTY REQUIREMENT	
7-6 D 2	Security devices	DESIRABLE	
7-6 E	Alerts and alarms	DESIRABLE	
7-6 F	Remote Management	DESIRABLE	
7-6 G	Industry certification	COUNTY REQUIREMENT	
7-6 H	Quality Assurance	COUNTY REQUIREMENT	
7-6 I	Configurations	COUNTY REQUIREMENT	Attachment A-1 & A-2
7-6 J	Model Longevity	COUNTY REQUIREMENT	
7-6 K	Monitors	COUNTY REQUIREMENT	
7-6 L	Bundled software	COUNTY REQUIREMENT	
7-7	PC LIFECYCLE PROCESSES	COUNTY REQUIREMENT	
7-8	Equipment Warranty	COUNTY REQUIREMENT	
7-8 C	On-Site Warranty	RESPONSE REQUIRED	
7-8 D	On-Site Warranty Work	COUNTY REQUIREMENT	
7-8 E	Pre-failure warranty	COUNTY REQUIREMENT	
7-8 F	Parts Inventory	COUNTY REQUIREMENT	

Attachment B – RFP Response Form

Section	Topic	_1ht	Responses
	Coverage		
7-8 G	Reduced Services Disruptions	HIGHLY DESIRABLE	
7-8 H	Value Added Services or Warranty	HIGHLY DESIRABLE	
7-8 I	Training	COUNTY REQUIREMENT	
7-8 J	Long term viability	DESIRABLE	
7-8 K	Scalability	DESIRABLE	
7-8 L	Equipment for testing	DESIRABLE	
7-8 M	Product Recall Notification	DESIRABLE	
7-8 N	Quality	COUNTY REQUIREMENT	
7-9	Follow-on Equipment, Parts and Accessories	COUNTY REQUIREMENT	

Attachment C - CHECKLIST

Proposal Checklist

The following documents must be returned with your proposal. Failure to include these documents may result in the rejection of your proposal. Guidelines for preparation are provided in RFP Section 7, Response Format.

PLACE A CHECK (√) BEFORE EACH ITEM SUBMITTED

	1. Submit Ten (10) copies and ONE (1) unbound original and TWO (2) electronic response (CD) of all information requested herein, including all attachments (unless otherwise indicated). In order to enable direct comparison of competing proposals, all forms and schedules must be completed according to instructions and on the forms provided herein (or in the identical format.)
	2. Completed and signed RFP and Addenda cover pages
	3. Executive Summary -- Provide an overall introduction to familiarize the Evaluation Committee with the key elements and unique features of the proposal.
	4. ATTACHMENT D – Company Profile and Financial Information
	5. ATTACHMENT A-1 and A-2 – Desktop and Laptop Minimum Configuration
	6. ATTACHMENT B – Proposal Response Form
	7. ATTACHMENT E – Client Reference Worksheet
	8. ATTACHMENT F – Price Detail Sheet
	9. Required Submittals Downloaded - Completed, Signed and Notarized

Attachment D - Company Profile and Financial Information

Question	Answer
1. Company's full name;	
2. Location of the Company's headquarters;	
3. Length of time the company has been in the computer hardware and software business;	
4. Company founders and whether they are still with the company;	
5. Whether the company is publicly or privately held;	
6. Description of your target market and reasons for this strategy;	
7. Location of company offices and service centers that would be pertinent to your proposal, including numbers and types of staff at these locations;	
8. Number of units, of the manufacturer's equipment bid, per month sold;	
9. Organization chart of your company.	
10. Indicate why the Vendor considers itself to be the "right" Vendor and what key strengths it will bring to King County;	
11. Provide proof of financial stability as evidenced by supplying a set of current audited financial statements including, but not limited to, Income Statement, Balance Sheet, Cash Flow Statement, Notes to the Financial Statements, and the Management Discussion & Analysis. (If the Vendor cannot provide an audited financial statement, it may provide a reasonable equivalent. However, if King County cannot extract from the information provided, a clear indication of the Vendor's financial stability, this may be prejudicial to the Vendor's Proposal.)	

ATTACHMENT E

CLIENT REFERENCES WORKSHEET

The Proposer must provide the names of the least three (3) current customers with whom they have entered into a similar agreement as is being requested in this RFP. The Proposer must submit proof of success in undertaking contracts for a minimum of 10,000 desktops or greater over a four year period, equivalent number of locations and nature. Of the three client references at least two (2) must come from public sector clients, preferably with citizen populations over 1,000,000 in which the client has purchased hardware systems in the past two years.

#	Contact Name & Title	Phone Number	Customer Name and Address	Description of Contract	start and end date of contract	the value of the contract
1.						
2.						
3.						

ATTACHMENT E

CLIENT REFERENCES WORKSHEET

Please provide a list of up to 10 but no less than five (5) additional public sector clients who have previously utilized the support services of your company similar to those contained in this RFP in the last 3 years. Respondents must provide a contact name and title, phone number, address, a brief description of the services provided, and a brief summary of cost, applications and hardware included.

The reference should be for sites of similar complexity and diversity as King County.

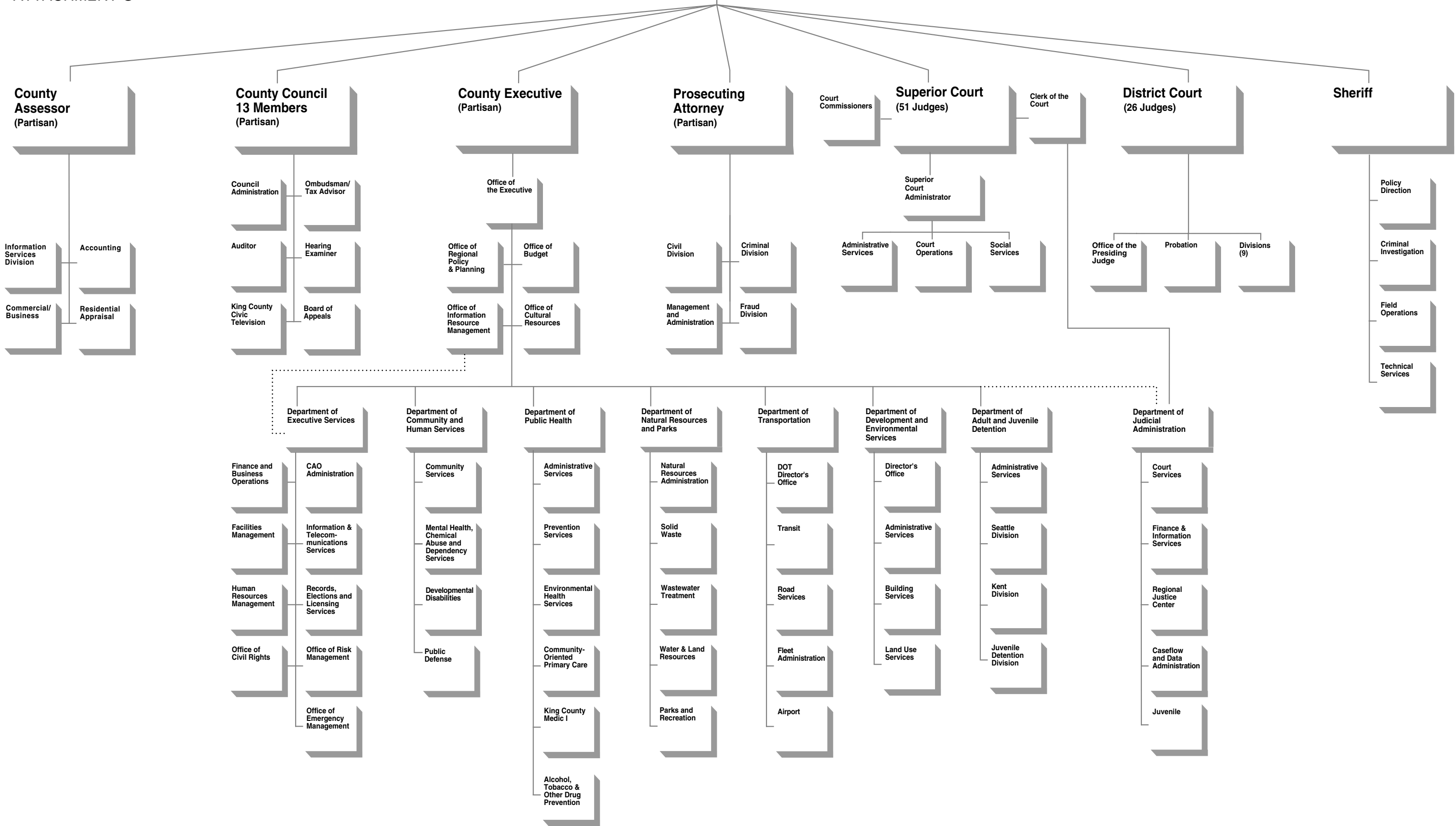
SERVICES

#	Company Name Address	Phone Number	Contact Name and Title	Description of Contract	Start and End date of contract	The value of the contract
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Attachment F - Price Detail Sheet

[illegible]

The Electorate of King County





King County

ATTACHMENT I

CERTIFICATE OF LOBBYING ACTIVITIES

RFP NO: 169-03 AAB

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federally appropriated funds have been paid or Will be paid, by or on behalf of the undersigned, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, grant, loan or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or Will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned Shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all sub-recipients Shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any Person who fails to file the required certification Shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

King County

ATTACHMENT J

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: year _____ quarter _____ Date of last report: _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (Last name, First name, MI):		
11. Amount of Payment (check all that apply):			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information Will be reported to the Congress semi-annually and Will be available for public inspection. Any Person who fails to file the required disclosure Shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____		



ATTACHMENT J

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form Shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing to title 31 USC section 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subContracts, subgrants and Contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the Federal action identified in item 1 - (e.g., Request for Proposal (RFP) number, Invitation for Proposal (RFP) number, grant announcement number, the Contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include preFixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full name, of the individual(s) performing Services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or Will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the amount of box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the Services that the lobbyist has performed, or Will be expected to perform, and the date(s) of any Services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official Shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



King County
ATTACHMENT K

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

RFP NO: 169-03 AAB

Federal Transit Administration (FTA)

The prospective Primary Participant (potential Contractor for a major third-party Contract), _____
_____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement or potential third-party Contractor) is unable to certify to any of the statements in this certification, the participant Shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



King County

ATTACHMENT L

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER-TIER COVERED TRANSACTIONS**

RFP NO: 169-03 AAB

The Lower-Tier Participant (potential sub-grantee or sub-recipient under a Federal Transit Administration (FTA) project, potential third-party Contractor, or potential SubContractor under a major third-party Contract), _____ certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Lower-Tier Participant Will not knowingly enter into any lower-tier covered transaction with a Person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective Lower-Tier Participant agrees by submitting this proposal that it Will include this requirement in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

If the Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party Contractor, or potential SubContractor under a major third-party Contract) is unable to certify to any of the statements in this certification, such participant Shall attach an explanation to this Proposal.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-Agreement UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 USC SECTIONS 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately



King County

RFP
No.

King County Procurement &
Contract Services Section
Exchange Building, 8th Floor
821 2nd Ave, EXC-FI-0862
Seattle, WA 98104-1598

169-03 AAB

RFP
Title

**PC Standardization
Program, Desktop and
Laptop Computer
Hardware, Software
and Support Services**

Due
Date
Vendor

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